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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

MYSORE DISTRICT.

Abstract Notification dated 12th December 1936.

The attention of the public is invited to the detailed notification, dated the 12th instant, regarding the sale of timber in the following depots, published on pages 2025-2027, Part VI of the *Mysore Gazette*, dated 17th December 1936.

Name of Depot	Date of sale	Teak logs and B. Ps.	Honne logs and B. Ps.	Honne parcels and B. Ps.	Mathi logs and B. Ps.	Bite small logs	Jungle wood logs and B. Ps.	Remarks
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	
Manchegowdanhalli	13th Jan. 1937.	6,000	1,000	..	250	..	300	
Periapatna ..	22nd do ..	2,500	1,000	250	250	142	200	
Hunsur	20th do ..	6,000	500	250	250	..	200	
Hampapur ..	27th do ..	2,500	500	..	..	..	..	

N.B.—If the sale is not concluded on the day notified, it will be continued and concluded on the next day.

Abstract Notification dated 14th December 1936.

The attention of the public is invited to the detailed notification inviting tenders for the supply of rations to departmental elephants working in Heggadadevankote and Chamarajanagar Sub-Divisions of this District from 1st February 1937 to 31st January 1938, published on pages 2030-2032, Part VI of the *Mysore Gazette*, dated 17th December 1936.

Date of receiving tenders, 18th January 1937. Time, up to 4 P.M.

K. REVANNA,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Notification dated the 22nd December 1936.

It is hereby notified for general information that the right of collecting Thupra leaves in the following Taluks of the Shimoga Division, on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations up to end of June 1937, will be sold Hobliwar or Talukwar by public auction at the places noted below :—

Taluk	Place of sale	Date of sale	Officer conducting the sale.
1. Nagar Taluk (Portion comprised in Shimoga Forest Division only).	Arsalu Range Office ..	20th Jan. 1937 ..	Forest Sub-Division Officer, Ayanur.

N.B.—(*a*) Government have reserved their power of issuing individual licenses for *bona fide* local consumers.

(*b*) Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya and other lands which are in the occupancy of private individuals as well as Village Forests.

1. The auction will commence at 2 P.M. and if it is not concluded on the same day, will be continued on the following day.

2. Defaulters on account of previous leases will not be permitted to bid.

3. No person will be allowed to bid unless he has deposited with the officer conducting the sale, a sum of Rs. 15. The deposits of unsuccessful bidders will be returned immediately after the sale.

4. The above right of collecting and removing the produce will be disposed of to the highest bidder subject to the confirmation of the District Forest Officer or the Conservator of Forests, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

5. The successful bidder shall, at the close of the sale, credit into the Taluk or District Treasury one-fourth sale amount (exclusive of the deposit amount already paid) together with Local cess at one anna per rupee, Railway cess at three pies per rupee and Education cess at six pies per rupee on the entire sale amount. In default of payment, the deposit already paid will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by such resale, but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as arrears of land revenue.

6. If the sale is not confirmed, the amount paid will be refunded.

7. The accepted bidder shall pay the balance of sale amount within fifteen days of the intimation of the confirmation of the sale and execute an agreement binding himself to observe the conditions mentioned hereunder. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are :—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer.

(*d*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in the forest in which he or they may be working and render prompt assistance in extinguishing such fires, as may break out accidentally.

(*e*) The lessee shall remove out of the limits of the Forests all produce collected under the terms of the lease before the 30th June 1937.

(*f*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

8. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled, and the lessee fined to the extent of Rs. 25 which will be recovered as an arrear of land revenue.

9. Interest at 6¼ per cent will be charged on all belated payments.

Notification dated the 23rd December 1936.

The attention of the public is invited to the Notification dated the 29th November 1936, relating to the auction sale of Bamboos in the Forests of this Division on the 7th January 1937, published on pages 1987-1988 of the *Mysore Gazette*, dated 10th December 1936, and they are informed that in addition to 10,000 Big Bamboos a quantity of 2,00,000 of Small Bamboos will also be sold from Shankar State Forest.

Notification dated 29th December 1936.

Sealed tenders will be received by the District Forest Officer, Shimoga Division, till the 29th January 1937, for the supply of rations to the Departmental Elephants of this Division commencing from 1st March 1937 to the date of execution of the agreement by the tenderer of the succeeding year.

2. An approximate estimate of the quantities of rations required is as follows:—

Paddy	.. 400 pallas	More or less.
Salt	.. 4 ,,	
Straw	.. 5,000 Bundles	
Castor Oil	.. 25 maunds	
Rice	..	To be supplied occasionally.
Ragiflour	..	
Jaggery	..	

3. The supply should be made once in a week at Sacrebyle, Settihalli, Hanagere, Siveswar, Agumbe, Hulikal and other places, as the case may be, where the elephants would be working.

4. Tenders should be submitted in the following form showing the rates at which the different kinds of rations specified above will be supplied.

5. The tender must be accompanied by a deposit of Rs. 100 in currency notes, as earnest money and be superscribed as "Tender for the supply of rations to the Elephants in 1937."

6. The final acceptance of the tender will rest with the Conservator of Forests, Shimoga, who does not bind himself to accept the lowest or any tender or to assign any reason whatsoever for rejection of the same.

7. The successful tenderer will be required to execute a contract bond within a week from the date of acceptance of the tender and deposit Rs. 100 more within the said time as security. In default, his tender will be considered as cancelled and his earnest money forfeited to Government.

8. Tenders will be opened by the District Forest Officer, Shimoga Division, on the 29th January 1937 at 2 P.M., in the presence of such of the tenderers as may be present in the District Forest Office, Shimoga, at that time.

9. The name of the successful tenderer will be posted on the Notice Board of the District Forest Office, Shimoga. No enquiries regarding the acceptance or rejection of a tender will receive any reply.

10. The tenderer should supply the required rations which should be of good quality within the time fixed. He should also remove or replace the provisions rejected by the Department. Complaints regarding the supply of bad stuffs will render the contract liable to be cancelled and the security deposit forfeited to Government.

11. The earnest money of the rejected tenderers will be returned after the opening up of the tenders at their cost.

Form of Tender.

Sl. No.	Names of articles	Quantity	Rate	Remarks
			Rs. a. p.	

SALE OF DRY TIMBER AND LOPS AND TOPS.

Notification dated 31st December 1936.

It is hereby notified for general information that the right of collecting and removing all the dry, dead and fallen timber including the lops and tops of felled trees in the following forests of the Shimoga Division for the year 1936-37 will be sold by public auction by the District Forest Officer, Shimoga, on the dates and places and subject to the conditions mentioned below:—

The sale will commence at 3 P.M. precisely on each day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases:—

Range	Forest	Name of Felling Series	Approximate quantity Other kinds	Place of sale	Date of sale
			C.ft.		
Agumbe ..	Agumbe ..	Agumbe ..	750	Agumbe	25th January 1937 (Monday).
		Yelemane ..	750		
		Total ..	1,500		

N.B.—1. The quantity notified is approximate. The kindwar details will be intimated at the time of sale.

2. It should be clearly noted that the contractor should make his own arrangements for the removal of timber, etc., in the coupes and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount less the deposit already paid, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer, to accept or reject any bid without assigning any reason therefor.

6. Any person bidding at the sale may be required by the officer conducting the sale, to state whether he is bidding on his own behalf or as an agent and in the latter case to produce a written authority signed by the principal.

7. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay, within that period, the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall collect and remove the timber purchased by him before the 15th June 1937.

(*b*) That he shall furnish the Range Officers concerned with a list of agents and workmen who will be employed by him in the forest for extraction of timber.

(*c*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions either in logs, pieces or poles.

(*d*) That he will not be eligible for any refund of advance revenue if the minimum quantity fixed is not removed, but any excess quantity removed shall be paid for at auction rates.

(*e*) That no timber prepared in the coupe shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*f*) That each consignment of timber shall be covered by a pass port issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*g*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*h*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*i*) That no timber operation shall take place in the forest after sunset and before sunrise.

(*j*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes after 30th June 1937.

(*k*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the quantity of timber of each kind collected and shall keep it open for the examination of Forest Officers above the grade of guards.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor, a notice of cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in column (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

(*m*) Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

P. KRISHNASWAMI RAO,
District Forest Officer.

SAGAR FOREST DIVISION.

Abstract Notification dated 15th December 1936.

The attention of the public is invited to the detailed notification of date relating to the Auction Sale of Timber in the undermentioned Depots of the Division on the dates noted against each, published on pages 2073-2074, Part VI of the *Mysore Gazette*, dated 24th December 1936.

1.	Sagar Depot	.. 15th January 1937.
2.	Shiralkpopa Depot	.. 23rd do
3.	Anavatti do	.. 25th do
4.	Shakunvalli do	.. 27th do
5.	Shikarpur do	.. 21st do

H. S. RANGACHAR,
District Forest Officer.

BHADRAVATI DIVISION.

Notification dated the 24th December 1936.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, or any other Gazetted Officer deputed by him for the purpose on the dates noted below :—

Name of Depot	Teak		Honne	Bite	Matti	Nandi	Other kinds	Date of sale
	Sizes & Reepers —Planks	Logs						
	C.ft.							
Tarikere ..	500 ..	10,000	2,000	1,000	5,000	1,000	2,000	8th and 9th February 1937.
Bhadravati ..	50 ..	3,000	..	..	500	..	500	10th February 1937.
Channagiri ..	.. ..	4,000	..	..	..	..	..	11th February 1937.
Ubrani ..	.. ..	1,000	..	..	..	..	..	13th February 1937.

The above quantities are only approximate. Bite logs are of second and third class variety.

N.B.—The sale will be held from 8 A.M. to 12 Noon and 2 P.M. to 5 P.M. in the case of Tarikere Depot and from 2 P.M. in the case of the other Depots.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the Department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, full value thereof will be accepted if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall oridnarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case is subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1937. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

Ordinarily, no extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date, interest will be charged thereon at 6¼ per cent per annum.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

M. G. VENKATA RAO,
District Forest Officer.